

Oct. 26. 2015 5:04PM

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

DAVID WARD JONES and JESSICA
FAYE JONES, husband and wife; LENA
ABIGAIL JONES, a single person,

Plaintiffs,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a foreign
corporation doing business in Washington.

Defendant.

No.

**COMPLAINT FOR BREACH OF
CONTRACT, VIOLATION OF
CONSUMER PROTECTION ACT,
BAD FAITH, NEGLIGENCE, AND
FOR DAMAGES UNDER THE
INSURANCE FAIR CONDUCT
ACT (RCW 48.30)**

COMES NOW the Plaintiffs, David Ward Jones, Jessica Faye Jones, and Lena
Abigail Jones, by and through their attorneys, Sara Maleki and Janelle Carney of
Graham Lundberg Peschel, P.S., Inc., and complains and alleges against the
above-named Defendant as follows:

COMPLAINT - 1

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I. PARTIES

1.1 Plaintiffs are residents of Hermiston, Oregon, and resided in Hermiston, Oregon, at all times relevant and material to this Complaint.

1.2 Defendant, State Farm Mutual Automobile Insurance Company, on information and belief, is doing business in Pierce County, Washington, and is believed to have done business in Pierce County, Washington, at all times relevant and material to this Complaint.

1.3 Upon information and belief, the bad faith acts and omissions in this matter have primarily occurred in DuPont, Washington, and have also occurred in Benton County, Washington, Tulsa, Oklahoma, Tigard, Oregon, Bloomington, Illinois, Dallas, Texas, and Phoenix, Arizona.

II. JURISDICTION AND VENUE

2.1 Plaintiffs were at all times relevant and material to this Complaint residents of Hermiston, Oregon.

2.2 The motor vehicle collision, which is the subject of this action, occurred in Benton County, WA.

2.3 Defendant is on information and belief, a domestic insurance company doing business and domiciled in Pierce County, Washington with headquarters in Bloomington, Illinois.

COMPLAINT - 2

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1 2.4 The case was adjusted by State Farm employees primarily in DuPont,
2 Washington, Pierce County, as well as Benton County, Washington, Tulsa, Oklahoma,
3 Tigard, Oregon, Bloomington, Illinois, Dallas, Texas, and Phoenix, Arizona.

4 2.5 David Jones' policy (#0837161-B12-37F) with Defendant State Farm
5 states that if there is no agreement as to damages, "the insured shall...file a lawsuit, in a
6 state or federal court that has jurisdiction, against us..."

7 2.6 Lena Jones' policy (#326966236A) with Defendant State Farm states that
8 if there is no agreement as to damages, "the insured shall...file a lawsuit, in a state or
9 federal court that has jurisdiction, against us..."

10 2.7 Plaintiffs served Notice to Defendant of their intent to bring action against
11 Defendant pursuant to the Insurance Fair Conduct Act (IFCA) on September 22, 2015.
12 More than twenty (20) days has elapsed since Plaintiffs served their notice on Defendant.
13 By providing such notice, Plaintiffs expressly provided Defendant with the opportunity to
14 cure its wrongful actions without a lawsuit. Defendant failed to correct the actions
15 defined in Plaintiffs' Notice.

16 2.8 Personal jurisdiction exists over Defendant State Farm because, on
17 information and belief, Defendant was at all times relevant and material to this complaint
18 transacting and doing business in Pierce County, Washington. The handling, bad faith,
19 and violation of the Insurance Fair Conduct Act occurred upon information and belief in
20 Pierce County, Washington. The contract only requires to file the lawsuit in a state court

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24 **COMPLAINT - 3**

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1 that has jurisdiction against Defendant State Farm. Venue is therefore proper at Pierce
2 County Superior Court pursuant to RCW 4.12.020(3).

3
4 **III. FACTS**

5 3.1 Date: Plaintiffs' injuries arise out of an automobile collision that occurred
6 on February 8, 2014.

7 3.2 Location: The collision occurred in Benton County, Washington, on
8 Interstate 395.

9 3.3 Details: On February 8, 2014, Plaintiff David Jones was driving, Plaintiff
10 Jessica Jones was a passenger in the front seat, and Plaintiff Lena Jones was a passenger in
11 the back seat. They were traveling south on Interstate 395 when a semi-truck attempted to
12 pass them and struck the driver's side of their vehicle. The semi-truck did not pull over or
13 stop, fleeing the scene of the collision. Plaintiff David Jones sustained injuries to his neck
14 and back. Plaintiff's Jessica Jones and Lena Jones sustained serious injuries, including neck
15 pain, back pain, headaches and shoulder injuries. Both Jessica and Lena underwent shoulder
16 surgery as a result of their injuries.

17 3.4 At this time, Plaintiffs' past combined special damages total \$151,131.58
18 (past medicals of \$87,496.66, past wage loss of \$3,634.98 and future medical care of
19 \$60,000.00). Plaintiffs also have claims for general damages in amounts to be proven to the
20 jury.

21 3.5 Plaintiffs' claims are in excess of the UM limits of \$100,000.00 for Plaintiff
22 David Jones' policy and \$25,000.00 for Plaintiff Lena Jones' UIM policy.

23
24 **COMPLAINT - 4**

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1 3.6 At all times relevant to this action, Defendant had in full force and effect its
2 automobile insurance policy number 0837161-B12-37F issued to Plaintiff David Jones.

3 3.7 At all times relevant to this action, Defendant had in full force and effect its
4 automobile insurance policy number 326966236A issued to Plaintiff Lena Jones.

5 3.8 At all times relevant to this action, Defendant's automobile insurance policy
6 number 0837161-B12-37F issued to Plaintiff David Jones specifically included uninsured
7 motorist bodily injury coverage.

8 3.8 At all times relevant to this action, Defendant's automobile insurance policy
9 number 326966236A issued to Plaintiff Lena Jones specifically included underinsured
10 motorist bodily injury coverage.

11 3.9 At all times relevant to this action, Plaintiffs David Jones, Jessica Jones,
12 and Lena Jones are entitled to benefits under the UM provisions of Plaintiff David Jones'
13 policy with Defendant. The policy provides, among other things, uninsured motorist
14 bodily injury coverage in the amount of \$50,000/\$100,000.

15 3.10 At all times relevant to this action, Plaintiff Lena Jones was entitled to
16 benefits under the UIM provisions of her policy with Defendant. The policy provides,
17 among other things, uninsured motorist bodily injury coverage in the amount of
18 \$25,000/\$50,000.

19 3.11 Plaintiffs paid for and are entitled to benefits under the UM and UIM
20 provisions of their policies with State Farm, which provides them with uninsured and
21 underinsured motorist bodily injury coverage.

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24 **COMPLAINT - 5**

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1 3.12 Plaintiff David Jones submitted uninsured motorist claims for the injuries
2 he sustained and the injuries his wife, Jessica Jones and his daughter Lena Jones
3 sustained. These claims were for a global tender of the policy limits available.

4 3.13 In addition, Plaintiff Lena Jones submitted an underinsured motorist claim
5 under her separate policy for the injuries she sustained in this collision.

6 3.14 To date, Defendant has refused to tender the limits available despite
7 multiple opportunities to do so. In fact, State Farm has significantly undervalued
8 Plaintiffs' claims, forcing them to sue. Additionally, despite multiple requests to present
9 the full settlement authority on the claim in accordance with Morella v. Safeco Ins. Co.
10 of Illinois, C12-0672RSL, 2013 WL 1562032 (W.D. Wash. Apr. 12, 2013), the
11 Defendant has failed to do so.

12 3.15 The timeline of events regarding Plaintiff David Jones is as follows:

13 a. On April 24, 2015, Plaintiff sent comprehensive policy limits
14 demand package requesting a global tender of the UM limits under
15 his policy with State Farm within thirty (30) days. The demand
16 package included detailed information of the following:

- 17 i. Collision facts with supporting police report;
18 ii. Overview of Plaintiff's background;
19 iii. Plaintiff's post-collision medical records;
20 iv. Plaintiff's four (4) years of prior medical records;
21 v. Recommended future medical care;
22 vi. Wage loss;
23 vii. Out-of-pocket expenses;
24 viii. Vehicle damage report; and
 ix. Evaluation of all of Plaintiffs' general damages.

COMPLAINT - 6

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- 1 b. On May 7, 2015, Defendant responded to Plaintiff's comprehensive
2 demand package by making a settlement offer of \$5,000.00 when
3 his claim was clearly in excess of that amount.
4
5 c. On July 20, 2015, Plaintiff responded by sending a follow up global
6 policy limits demand and giving State Farm another opportunity to
7 resolve the claim for the global policy limits. State Farm refused.
8
9 d. On July 21, 2015, State Farm offered \$7,500.00 and then sent a
10 second notice that their best and final offer for David Jones' claim
11 was \$8,000.00.
12
13 e. On August 7, 2015, Plaintiff responded by giving State Farm
14 another opportunity to globally tender the available policy limits.
15
16 f. On August 10, 2015, State Farm responded by reducing their offer
17 of \$8,000.00 to \$7,500.00.
18
19 g. On September 22, 2015, Plaintiff responded by sending State Farm
20 a Notice of Violation of The Insurance Fair Conduct Act and asked
21 them again to tender the limits available.
22

23 3.16 In sum, Defendant has failed to tender the policy limits available to
24 Plaintiff David Jones, its own first party fiduciary insured, and despite being provided
extensive documentation and proof regarding the nature, extent, and permanency of its
insured's injuries, State Farm failed to tender its full authority on the claim file, and/or
the available UM policy limits.

COMPLAINT - 7

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1 3.17 The timeline of events regarding Plaintiff Jessica Jones is as follows:

2 a. On April 24, 2015, Plaintiff sent a comprehensive policy limits
3 demand package requesting a global tender of the UM limits under
4 the policy for her husband, David Jones, within thirty (30) days.

5 The demand package included detailed information of the
6 following:

- 7
- 8 i. Collision facts with supporting police report;
 - 9 ii. Overview of Plaintiff's background;
 - 10 iii. Plaintiff's post-collision medical records;
 - 11 iv. Plaintiff's four (4) years of prior medical records;
 - 12 v. Recommended future medical care;
 - 13 vi. Wage loss;
 - 14 vii. Out-of-pocket expenses;
 - 15 viii. Vehicle damage report; and
 - 16 ix. Evaluation of all of Plaintiffs' general damages.

17 b. On May 5, 2015, Defendant responded to Plaintiff's comprehensive
18 demand package by making no settlement offer and requesting five
19 years prior medical records.

20 c. On July 17, 2015, Plaintiff provided five years of prior medical
21 records and a signed declaration from Plaintiff's surgeon relating
22 her shoulder surgery to the collision. Plaintiff again requested the
23 policy limits.

24 d. On July 23, 2015, State Farm responded by offering \$25,000.00 for
settlement of Jessica Jones' claim. Strangely, Defendant State

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1 Farm also offered \$8,000 to Plaintiff's attorney in "full and final
2 settlement."

3 e. On August 7, 2015, Plaintiff requested clarification regarding the
4 strange offers and again demanded a global tender of the policy
5 limits.

6 f. On August 10, 2015, State Farm increased their offer to settle
7 Plaintiff's claim to \$27,000.00.

8 g. On September 2, 2015, Plaintiff responded with a final global
9 demand for the available policy limits.

10 h. On September 3, 2015, State Farm increased their offer to settle
11 Plaintiff's claim to \$28,000.00.

12 i. On September 22, 2015, Plaintiff responded by sending State Farm
13 a Notice of Violation of The Insurance Fair Conduct Act.

14
15 3.18 In sum, Defendant has failed to tender the policy limits available to
16 Plaintiff Jessica Jones, its own first party fiduciary insured, and despite being provided
17 extensive documentation and proof regarding the nature, extent, and permanency of its
18 insured's injuries, it failed to tender its full authority on the claim file, and/or the
19 available UM policy limits.

20
21 3.19 The timeline of events regarding Plaintiff Lena Jones' UM claim on David
22 Jones' policy is as follows:

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24 **COMPLAINT - 9**

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1 a. On April 24, 2015, Plaintiff sent comprehensive policy limits
2 demand packages requesting a global tender of the UM limits under
3 her father, David Jones' policy with State Farm. The demand
4 package included detailed information of the following:

- 5
6 i. Collision facts with supporting police report;
7 ii. Overview of Plaintiff's background;
8 iii. Plaintiff's post-collision medical records;
9 iv. Plaintiff's four (4) years of prior medical records;
10 v. Recommended future medical care;
vi. Wage loss;
vii. Out-of-pocket expenses;
viii. Vehicle damage report; and
ix. Evaluation of all of Plaintiffs' general damages.

11 b. On April 30, 2015, Defendant responded to Plaintiff's
12 comprehensive demand package by making no settlement offer and
13 requesting access to the 1st party IME that Lena Jones attended in
14 violation of Washington law.

15 c. On May 7, 2015, Defendant offered \$6,500.00 to settle Lena Jones'
16 claim.

17 d. On July 20, 2015, Plaintiff responded with a demand for the global
18 policy limits of David Jones' policy, including prior records and
19 enclosed a signed declaration from Lena Jones' treating surgeon
20 relating the shoulder surgery to the collision.

21 e. On July 23, 2015, Defendant responded by offering \$8,000.00 to
22 settle Lena Jones' claim under David Jones' UM policy.
23

24 **COMPLAINT - 10**

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1 f. On August 6, 2015, Plaintiff responded with an additional demand
2 for the global policy limits.

3 g. On August 10, 2015, State Farm responded to the final demand for
4 policy limits under her father, David Jones' policy with State Farm
5 by offering \$8,000.00 to settle her claim.

6 h. On September 22, 2015 Plaintiff responded by sending State Farm
7 a Notice of Violation of The Insurance Fair Conduct Act.
8

9 3.20 The timeline of events regarding Plaintiff Lena Jones' UIM claim on her
10 own policy is as follows:

11 a. On April 24, 2015, Plaintiff sent comprehensive policy limits
12 demand packages requesting a global tender of the UIM limits
13 under her policy within thirty (30) days. The demand package
14 included detailed information of the following:

- 15 i. Collision facts with supporting police report;
16 ii. Overview of Plaintiff's background;
17 iii. Plaintiff's post-collision medical records;
18 iv. Plaintiff's four (4) years of prior medical records;
19 v. Recommended future medical care;
20 vi. Wage loss;
21 vii. Out-of-pocket expenses;
22 viii. Vehicle damage report; and
23 ix. Evaluation of all of Plaintiffs' general damages.

24 b. On May 8, 2015, State Farm responded by making no UIM
settlement offer under her UIM policy and requested five years
prior records.

COMPLAINT - 11

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- 1 c. On July 20, 2015, Plaintiff responded with a demand for a tender of
2 the policy limits of her UIM policy, including prior records and
3 enclosed a signed declaration from Lena Jones' treating surgeon
4 relating the shoulder surgery to the collision.
5
6 d. On August 13, 2015, State Farm responded by making no offer and
7 indicating that she would be made whole within the policy limits of
8 David Jones' policy.
9
10 e. On September 22, 2015 Plaintiff responded by sending State Farm
11 a Notice of Violation of The Insurance Fair Conduct Act.

12 3.21 In sum, Defendant has failed to tender the policy limits available to
13 Plaintiff Lena Jones under David Jones' policy as well as her own UIM policy, and
14 despite being provided extensive documentation and proof regarding the nature, extent,
15 and permanency of its insured's injuries, it failed to tender its full authority on the claim
16 files, and/or the available UM policy limits of her own policy with State Farm and under
17 David Jones' policy with State Farm.

18 3.22 Defendants' uninsured and underinsured motorist policies provide that in
19 the event of a disagreement as to the right to recover under the policy, the insured may
20 arbitrate or sue Defendant. The remedy, pursuant to the insurance policy, when the
21 parties do not agree to damages, is to bring the dispute to a court of competent
22 jurisdiction.

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24 **COMPLAINT - 12**

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1 3.23 As a result of the above stated actions, Defendant has now compelled its
2 own insureds to submit to litigation to recover amounts due and owing to them under the
3 applicable underinsured motorist bodily injury policies. In fact, Defendant has forced
4 Plaintiffs to submit to civil litigation to receive any recovery, even the amounts that
5 Defendant does not dispute Plaintiffs are entitled to.

6 3.24 Defendant's file handling practices and negotiation tactics are 100%
7 adversarial, standard third party practice and procedure tactics and contrary to first party
8 good faith claims handling practice and the standard of care in regard to handling first
9 party claims.

10 **IV. LIABILITY AND CAUSES OF ACTION**

11 4.1 As a direct and proximate cause of the negligence and tortious conduct of
12 the adverse driver, Plaintiffs sustained severe, permanent, and debilitating injuries.

13 4.2 As a direct and proximate cause of the negligence and tortious conduct of
14 the adverse driver, and subsequent personal injuries and medical treatment, Plaintiffs
15 presented uninsured and underinsured motorist claims with Defendant.

16 4.3 Plaintiff David Jones purchased uninsured motorist coverage from
17 Defendant in the amount of \$50,000/\$100,000. Plaintiffs are entitled to \$100,000
18 globally in benefits under the uninsured motorist provisions of his policy with Defendant.
19 Plaintiffs' damages are in excess of his policy limits available.

20 4.4 Plaintiff Lena Jones purchased underinsured motorist coverage from
21 Defendant in the amount of \$25,000. Plaintiff is entitled to \$25,000 in benefits under the

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24 **COMPLAINT - 13**

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1 underinsured motorist provisions of her policy with Defendant. Her damages are in
2 excess of her policy limits available.

3 4.5 Breach of Duties Under the Insurance Fair Conduct Act: Defendant's
4 actions specified in paragraphs 3.1 through 3.16 herein are in violation of RCW
5 48.30.010 in its duty of good faith and fair dealing requiring that all actions be actuated
6 by good faith, to abstain from deception, and practice honesty and equity in all matters
7 related to the business of insurance. Defendant unreasonably denied payments of
8 \$50,000.00 in UM benefits and \$25,000.00 in UIM benefits, in violation of the Insurance
9 Fair Conduct Act. As a result of Defendant's misconduct, Plaintiffs are entitled to
10 recover treble their actual damages sustained, together with the costs of the action,
11 including reasonable attorney's fees and litigation costs.

12
13 4.6 Breach of Fiduciary Duty: Defendant's actions specified in paragraphs 3.1
14 through 3.16 herein are in violation of the Unfair Settlement Practices Act as set forth in
15 WAC 284-30 et. seq., including requiring prompt, fair, and equitable settlements, as well
16 as in violation of other statutory laws or regulations, including an express duty not to
17 compel its own insured to litigate against it to obtain payment of their own uninsured
18 motorist coverage.

19
20 4.7 Breach of Contract: Defendant's actions specified in paragraphs 3.1
21 through 3.19 herein are in violation of the express or implied terms and conditions of the
22 insurance contracts and reasonable expectations of its insured to the terms and conditions
23

24 **COMPLAINT - 14**

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1 of the insurance policies. Specifically, State Farm promised "Like a good neighbor, State
2 Farm is there."

3 4.8 Breach of Consumer Protection Act: Defendant's actions specified in
4 paragraphs 3.1 through 3.19 herein are in violation of the Consumer Protection Act,
5 RCW 19.86., et seq.

6 4.9 Breach of Good Faith Duty: Defendant's actions specified in in paragraphs
7 3.1 through 3.19 herein are in violation of RCW 48.30.010 in its duty of good faith under
8 RCW 48.01.030 requiring that all actions be actuated by good faith, to abstain from
9 deception, and practice honesty and equity in all matters related to the business of
10 insurance. Defendant unreasonably denied payment of policy limits benefits in violation
11 of the Insurance Fair Conduct Act. As a result of Defendant's misconduct, Plaintiffs are
12 entitled to recover their actual damages sustained, together with the costs of the action,
13 including reasonable attorneys' fees and litigation costs.

14 4.10 Negligence: Defendant's actions specified in paragraphs 3.1 through 3.19
15 herein were negligent and in violation of its duty to exercise reasonable care toward its
16 insureds, Plaintiffs David Jones, Jessica Jones and Lena Jones.

17 4.11 Proximate Cause: As a direct and proximate cause of Defendant's
18 breach of its duties as set forth in paragraphs 3.1 through 3.19, Plaintiffs are forced to
19 commence litigation against Defendant to receive the full amounts of their available UM
20 insurance coverage.
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24 COMPLAINT - 15

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1 **V. DAMAGES**

2 5.1 As a direct and proximate result of the negligence alleged herein, Plaintiffs
3 have suffered physical injuries and Plaintiff is entitled to fair and reasonable
4 compensation.

5 5.2 As a direct and proximate result of the negligence alleged herein, Plaintiffs
6 have incurred and may continue to incur medical expenses and other out-of-pocket
7 expenses, and Plaintiffs are entitled to fair and reasonable compensation.

8 5.3 As a direct and proximate result of the negligence alleged herein, Plaintiffs
9 have suffered and may continue to suffer physical pain and suffering, and Plaintiffs are
10 entitled to fair and reasonable compensation.

11 5.4 As a direct and proximate result of the negligence alleged herein, Plaintiffs
12 have suffered mental and emotional distress, loss of enjoyment of life, past and future
13 disability, permanency of injuries, and Plaintiffs are entitled to fair and reasonable
14 compensation.

15 5.5 As a direct and proximate result of the negligence alleged herein, Plaintiffs
16 have sustained past wage loss and loss of future earning capacity.

17 5.6 Plaintiffs are entitled to reasonable attorneys' fees and as authorized by the
18 Insurance Fair Conduct Act and Consumer Protection Act.

19 5.7 Plaintiffs are entitled to prejudgment interest on all medical and other out-
20 of-pocket expenses directly and proximately caused by the negligence alleged in this
21 Complaint.

22 **COMPLAINT - 16**

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1 5.8 Plaintiffs are entitled to costs and disbursements herein incurred and as
2 authorized by the Insurance Fair Conduct Act and Consumer Protection Act.

3 5.9 Exemplary Damages: Under Section 3 of the Insurance Fair Conduct Act,
4 Plaintiffs will request that the Court increase the total award of damages to include treble
5 damages, actual costs, hourly attorney fees, and expert fees.

6 5.10 Punitive Damages: Defendant State Farm is a foreign insurer, with its
7 corporate headquarters in Illinois. The decisions made by the insurance adjusters were
8 made out of Oregon and Illinois, amongst other states. Oregon and Illinois allow for
9 punitive damages when the actions by the insurance carrier are intentional, willful, and
10 wanton. Plaintiffs will request that the jury award punitive damages against State Farm
11 for any intentional, willful, and wanton actions of the Illinois and Oregon offices of
12 Defendant State Farm.
13

14 **VI. WAIVER OF PHYSICIAN/PATIENT PRIVILEGE**

15 6.1 Plaintiffs assert the physician/patient privilege for 88 days following the
16 filing of this Complaint. On the 89th day following the filing of this Complaint, the
17 Plaintiffs hereby waive the physician/patient privilege.

18 6.2 The waiver is conditioned and limited as follows: (1) The Plaintiffs do not
19 waive their constitutional right of privacy; (2) the Plaintiffs do not authorize contact with
20 any of their health care providers except by judicial proceeding authorized by the Rules
21 of Civil Procedure; (3) Defendant representatives are specifically instructed not to
22 attempt ex parte contacts with Plaintiffs' health care providers; and (4) Defendant's
23

24 COMPLAINT - 17

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1 representatives are specifically instructed not to write letters to Plaintiffs' health care
2 providers telling them that they may mail copies of records to the Defendant.

3 In the case of Loudon v. Mhyre, 110 Wn.2d 676, 756 P.2d 138 (1988), the
4 Supreme Court dealt very simply with the issue of ex parte contact with the Plaintiff's
5 physicians:

6
7 The issue presented is whether defense counsel in a personal injury action may
8 communicate ex parte with the Plaintiff's treating physicians when the Plaintiff
9 has waived the physician/patient privilege. We hold that defense counsel may
not engage in ex parte contact, but is limited to the formal discovery methods
provided by court rule.

10 Id., at 675-676.

11 Wherefore, Plaintiffs requests for judgment against Defendant, and requests relief
12 as follows:

13 **VII. RELIEF SOUGHT**

14 7.1 For judgment against Defendant regarding the scope of remedies available
15 to Plaintiffs, their contract rights under the UM and UIM policies coverage, as well as the
16 scope of the statutory obligations imposed upon all parties by statute;

17 7.2 For global UM policy limits benefits under Plaintiff David Jones' Policy
18 with Defendant;

19 7.3 For UIM policy limits benefits under Plaintiff Lena Jones' Policy with
20 Defendant;

21 7.4 For treble damages against Defendant for bad faith and violation of the
22 Insurance Fair Conduct Act and the other relief as set forth in the complaint;

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24 **COMPLAINT - 18**

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1 7.4 For punitive damages for State Farm's intentional, willful, & wanton
2 conduct, which occurred in Illinois and Oregon.

3 7.5 Judgment on all special damages stemming from the foregoing allegations;

4 7.6 Judgment on all general damages stemming from the foregoing allegations;

5 7.7 For exemplary damages;

6 7.8 For reasonable hourly attorney fees, costs of experts, and costs of suit; and

7 7.9 For such other and further relief as the court deems just, equitable and
8 proper for Plaintiffs at the time of trial.

9
10 DATED this Wth day of October, 2015.

11
12 GRAHAM LUNDBERG PESCHEL, P.S., INC.

13 

14 Sara Maleki, WSBA # 42465

15
16 

17 Janelle Carney, WSBA #41028
18 Attorneys for Plaintiffs

19
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24 COMPLAINT - 19

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